

## ***Servicemembers Civil Relief Act of 2003 and Lease Agreements***

The Servicemembers Civil Relief Act of 2003, otherwise known as the SCRA, is a very helpful piece of legislation for all active duty service members for many reasons. Termination of lease agreements, repossessions and evictions are just three of the many ways that this act helps service members. In this article we will discuss why and how this act is useful for all active duty service members. Who have leased a home in the United States, or any territory that falls under jurisdiction of the United States. The SCRA applies to the United States, each of the States, including the political subdivisions thereof, and all territory subject to the jurisdiction of the United. (SEC. 102. [50 U.S.C. App. 512]). This means it does not generally apply to other countries, i.e. Belgium and Germany.

One of the major benefits of the SCRA is that it allows service members that either entered into a lease prior to joining the military or during active duty to terminate a lease that they have entered into. To accomplish this you will have to make a written statement letting the lease holder know that you intend on breaking the lease. You will need to include a copy of your orders saying that you will no longer be a resident of that area for at least 90 days. You can either give them the statement in person, by commercial mail carrier, or by mail (request a return receipt).

The termination of the lease will come into effect on the date on which the next payment is due plus 30 days, following proper notification. So, if you pay your lease on the 1<sup>st</sup> of the month and tell the landlord that you wish to break the lease on the 19<sup>th</sup> of October than the earliest termination date is December 1<sup>st</sup>. If there is some other arrangement, the earliest termination of the lease is the last day of the month, following the month which the notice was given. So, if you gave the notice on the 26<sup>th</sup> of October then the 1<sup>st</sup> of November would be the earliest. If there are other people on the lease, beside yourself or your dependents, then they are still liable for the lease. The act is only for the service member on the lease. In summary, if you are in a lease, and are getting ready to come on to active duty you should let the landlord know in writing and give them a copy of you orders.

The SCRA also helps you if you are served an eviction notice because you are having trouble making timely payments. If you are unable to meet rental/lease agreement obligations for housing purposes, you can seek protection under the act. The rent cannot exceed \$2831.13, as of 2008, and you must make a request to the court stating that you can't make the payments because of your military obligations. If the court finds that you

were unable to make timely payments due to your military service than they can postpone the eviction for up to 3 months or make any “other” just ruling. If this happens to you make sure to talk to the courts.

The Act gives protection against repossessions for installment contracts, including automobile leases. If you entered the contract before you went on active duty and made at least one payment. The creditor cannot repossess the property, while you are on active duty, nor can they terminate the contract.

In summary, if you are having financial troubles with your landlord, or need to get out of a lease be sure to review the Servicemembers Civil Relief Act. It may be of great help in dealing with lenders and landlords who are not familiar with the fact that you are a service member, and are entitled to certain rights. If you have any questions about the Servicemembers Civil Relief Act, visit the Northern Law Center or call DSN 423-4868, COMM 065-44-4868.

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